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10  
11 Attorneys for Plaintiff  
12 OAKSTONE LAW GROUP, PC

13 UNITED STATES DISTRICT COURT  
14 FOR THE CENTRAL DISTRICT OF CALIFORNIA

15 OAKSTONE LAW GROUP, PC,  
16  
17 Plaintiff,  
18 v.  
19 MARICH BEIN, LLC,  
20 Defendant.

Case No. 2:23-cv-1463

**COMPLAINT FOR**

1. **DECLARATORY JUDGMENT**
  2. **INTENTIONAL INTERFERENCE  
WITH PROSPECTIVE  
ECONOMIC RELATIONS**
  3. **NEGLIGENT INTERFERENCE  
WITH PROSPECTIVE  
ECONOMIC RELATIONS**
  4. **INTENTIONAL INTERFERENCE  
WITH CONTRACTUAL  
RELATIONS**
- DEMAND FOR JURY TRIAL**

1 NOW COMES Plaintiff, OAKSTONE LAW GROUP, PC (“Oakstone” or  
2 “Plaintiff”), by and through its undersigned counsel, as and for its complaint, alleges  
3 as follows:

4 **NATURE OF THIS ACTION**

5 As a law firm specializing in debt collection defense, Oakstone assumed the  
6 representation of a number of clients from another law firm, the Litigation Practice  
7 Group, PC (“LPG”). To that end, LPG terminated its relationship with these clients  
8 on or about February 2, 2023—and with it, terminated any authorizations to take  
9 automatic debits from these clients’ bank accounts for the clients’ monthly payments  
10 for legal services. At that time, LPG also terminated any other party’s access to the  
11 CRM (customer relationship management) software LPG uses to maintain records of  
12 client payments, including the date and amount the client authorizes for payments in  
13 a given month.

14 Even so, and despite instructions to cease and desist, Marich Bein continues to  
15 debit Oakstone’s client accounts daily, allegedly on behalf of LPG. Moreover,  
16 because Marich Bein no longer has access to client payment instructions and  
17 authorizations, it is using old NACHA files to process payments, which in turn causes  
18 many of Oakstone’s clients to be double-billed and for incorrect amounts.

19 These duplicate withdrawals have not only caused doubt and confusion for  
20 Oakstone’s clients but also necessitated Oakstone refunding the customers’ monthly  
21 payments. More importantly, because Marich Bein is erroneously using payment  
22 information from prior months, numerous clients who do not have a payment due are  
23 being debited, and numerous other clients have a payment pull in a different amount  
24 than what those clients have authorized in the month of February. If this improper  
25 conduct continues, Oakstone will be unable to cover its operating expenses and will  
26 be forced to shutter its doors.

27 Oakstone first sought relief against Marich Bein’s bank, BankUnited, in an  
28 attempt to prevent the improper debits—but the conduct continues. Now, Marich

1 Bein has filed a counter-suit against Oakstone, despite its knowledge the clients have  
 2 hired Oakstone (and terminated their attorney-client relationship with LPG), and  
 3 Oakstone provides current legal representation to these clients. As such, this action  
 4 has become necessary, and the Court must immediately enjoin Marich Bein from  
 5 taking automatic payments from these accounts. By this action, Oakstone seeks to  
 6 stop these actions, enforce its rights, and seek redress for Marich Bein's continuing  
 7 and irreparable injury to Oakstone.

### 8 **THE PARTIES**

9 1. Plaintiff Oakstone Law Group, PC is a company organized and existing  
 10 under the laws of California and has its principal place of business located at 888  
 11 Prospect Street, Ste 200, La Jolla, CA 92037.

12 2. Defendant Marich Bein, LLC ("Marich Bein" or "Defendant") is a  
 13 limited liability company organized under the laws of the State of New York, with  
 14 its principal place of business located at 99 Wall Street, #2669, New York, New York  
 15 10005. Marich Bein's sole member is Hershy Deutsch, who is a citizen of the State  
 16 of New Jersey. Marich Bein may be served with process through its registered agent,  
 17 The LLC, 99 Wall Street, #2669, New York, New York 10005, or wherever it may  
 18 be found.

### 19 **JURISDICTION AND VENUE**

20 3. For purposes of 28 U.S.C. § 1332, Marich Bein is a citizen of the state  
 21 of New Jersey and Oakstone is a citizen of California. The matter in controversy  
 22 exceeds \$75,000.00, exclusive of interest and costs. This Court has subject matter  
 23 jurisdiction over this action pursuant to 28 U.S.C. § 1332(a).

24 4. Personal jurisdiction and venue in this Court are proper because: (1) A  
 25 substantial part of the events or omissions giving rise to the claims stated herein  
 26 occurred in this judicial district; (2) Marich Bein has directed its tortious conduct  
 27 toward California resident Oakstone; (3) Marich Bein has directed its tortious  
 28 conduct toward Oakstone's customers, including customers residing within the

1 judicial district; and (4) Marich Bein has filed an ancillary action, Case 8:23-cv-  
2 00339, *Marich Bein, LLC vs. The Litigation Practice Group, PC and Oakstone Law*  
3 *Group, PC*, in the United States District Court for the Central District of California.

#### 4 **FACTUAL BACKGROUND**

5 5. The Litigation Practice Group, PC (“LPG”) is a law firm that provides  
6 debt relief and debt resolution services to a large portfolio of over 50,000 clients. In  
7 return, these customers signed Legal Services Agreements authorizing LPG to collect  
8 monthly payments by withdrawing directly from their accounts. LPG processes  
9 between 700 and 2,000 payments per day.

10 6. On or about January 11, 2023, PECC Corporation (“PECC”) exercised  
11 its remedies against LPG under a promissory note on which LPG had defaulted.  
12 PECC held a perfected, secured interest in the receivables of LPG. PECC was among  
13 the largest creditors of LPG. As a debtor to PECC, LPG was unable to continue to  
14 bear the cost of servicing the customers and terminated the Legal Services  
15 Agreements it had with the customers. The payment authorizations the customers  
16 executed as part of the Legal Services Agreement were also terminated at that time.

17 7. Upon the termination of its Legal Services Agreements, LPG referred  
18 approximately 15,000 customers (the “Customers”) to Oakstone Law Group, PC  
19 (“Oakstone”), a customer protection law firm capable of servicing the Customers.  
20 Oakstone helps these Customers, who are dealing with high-interest debt or bills,  
21 with legal representation against their creditors and debt collectors.

22 8. Oakstone agreed to take on the servicing of these clients and received  
23 the transfer of these files. The Customers signed legal service agreements with  
24 Oakstone and authorized Oakstone, as part of these agreements, to pull monthly  
25 payments directly from the Customers’ accounts. Thus, Oakstone exclusively owns  
26 all authority to legally represent and process payments from the Customers, on behalf  
27 of itself and PECC. To accomplish this, Oakstone set up its own separate system of  
28 debiting the Purchased Accounts, with customer authorizations and agreements to



1 permit the debits. Moreover, Oakstone is actively communicating with clients to  
2 ensure the payment date and amount are actually authorized by the Customers.

3 9. Shortly thereafter, LPG became aware Marich Bein, LLC (“Marich  
4 Bein”) continued to process payments from Customers after LPG had terminated its  
5 representation of those Customers and after it had rescinded Marich Bein’s access to  
6 the CRM containing accurate data regarding authorized client payments. Marich Bein  
7 continued pulling payments from Customers through its bank, BankUnited. This led  
8 to Customers being billed twice—once by Oakstone’s processor and once by Marich  
9 Bein—and also led to Customers having payments pulled even though they had  
10 withdrawn their authorization for anyone, including Oakstone, to pull a payment.  
11 Marich Bein, unable to access client data through LPG’s CRM or through any  
12 Oakstone platform (which Marich Bein has never accessed), was pulling payments  
13 from Customers in February using old NACHA files from November, December and  
14 January.

15 10. As such, on February 6, 2023, LPG sent a written cease and desist to  
16 Marich Bein, demanding Marich Bein stop processing Customers’ payments and  
17 withdraw any authorization or instruction to BankUnited to process automatic debits.  
18 LPG’s letter clarified for Marich Bein that using old NACHA files will result in  
19 Customers having payments pulled in the wrong amount, on the wrong date, and on  
20 accounts where payment authorization had been withdrawn in a given month. A true  
21 and correct copy of the termination correspondence from LPG to Marich Bein is  
22 attached as **Exhibit “A-1.”**

23 11. Even though Marich Bein may have rights to process payments through  
24 LPG and for LPG clients, it no longer has any authority to debit Customers whose  
25 relationship with LPG had been terminated and who are now represented by  
26 Oakstone, an entity with no agreement of any kind with Marich Bein. Regardless,  
27 Marich Bein continues to charge Customers allegedly on behalf of “LPG”:  
28

1  
2 ACH Withdrawal / -\$353.39  
3 Monthly Legal  
4 [REDACTED]  
5 Monthly Le WEB  
6 [REDACTED]  
7 PENDING

8 ACH Withdrawal / -\$353.39  
9 LPG 949-229-6262  
10 [REDACTED]  
11 DIRECT PAY [REDACTED]  
12 [REDACTED]  
13 FEB 03, 2023 \$891.07

14 Marich Bein's erroneous "LPG" charges cause customers (like the one above)  
15 to be charged once by "LPG" (but, really, Marich Bein) and again by Oakstone for  
16 their monthly legal services fee. These second debits are coming from Marich Bein:  
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Entity Details

ENTITY NAME: MARICH BEIN LLC  
 FOREIGN LEGAL NAME:  
 ENTITY TYPE: DOMESTIC LIMITED LIABILITY COMPANY  
 SECTION OF LAW: LIMITED LIABILITY COMPANY LAW - 203 LIMITED LIABILITY COMPANY LAW - LIMITED LIABILITY COMPANY LAW  
 DATE OF INITIAL DOS FILING: 08/18/2022  
 EFFECTIVE DATE INITIAL FILING: 08/18/2022  
 FOREIGN FORMATION DATE:  
 COUNTY: ALBANY  
 JURISDICTION: NEW YORK, UNITED STATES

ENTITY DISPLAY NAME HISTORY

Search

File Date	Assumed Name
02/01/2023	CENTER POINTE 215-664-9000
09/30/2022	GALLANT 215-804-3333
08/19/2022	LPG 949-229-6262

12. On or about February 10, 2023, Oakstone sent further correspondence to BankUnited, reiterating any such authorizations for the Purchased Accounts were revoked and/or terminated at the same time. A true and correct copy of this correspondence is attached as **Exhibit “A-2”** (with a list of the Purchased Accounts attached, which can be provided to the Court *in camera* due to confidential and privileged client information).

13. Even so, Marich Bein continues to complete these withdrawals from Customers’ bank accounts – which amounted to hundreds of thousands of dollars and a number of customer complaints concerning improper debits. Specifically, these automatic withdrawals continue to cause Customers to have overdrafts and fees, prevent them from making other timely payments, affect their credit scores, and result in Customers canceling their enrollment with Oakstone. For example, one customer wrote:

1  
2  
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From: Jeffrey [REDACTED]  
Date: Fri, Feb 10, 2023 at 12:37 PM  
Subject: Double charged on monthly payment  
To: [Support@oakstonepc.com](mailto:Support@oakstonepc.com) <[Support@oakstonepc.com](mailto:Support@oakstonepc.com)>

My name is Jeffrey [REDACTED] and I was recently charged twice for my February services with the Litigation Practice Group  
Feb. 6th 383.12  
Feb. 7th 383.12  
I am enclosing copies of my bank statements for the days of occurrence.  
I would kindly appreciate a refund of 383.12 for the overcharged.  
Overdraft fees are now covered.  
Thank you for your attention to this matter, I cannot afford to pay all my bills this month, because of this error,

9 Further examples of these complaints are attached as **Exhibit “A-3.”**

10 14. The double debits forced Oakstone to refund these Customers their  
11 monthly payment amounts. Further, in an effort to prevent Customers from leaving  
12 and to save their reputation and customer goodwill, Oakstone stopped collections  
13 from Customers because Marich Bein refused.

14 15. On or about February 13, 2023, counsel for Marich Bein issued  
15 correspondence to Oakstone asserting Marich Bein’s alleged superior right to the  
16 Purchased Accounts. A true and correct copy of this correspondence is attached as  
17 **Exhibit “B-1.”** However, despite Oakstone’s request, Marich Bein has failed to  
18 produce any evidence in support of its claim LPG “assigned, sold and conveyed  
19 certain accounts” to Marich Bein or evidencing LPG gave Marich Bein the exclusive  
20 and non-cancellable right to service the Purchased Accounts. A true and correct copy  
21 of this request is attached as **Exhibit “B-2.”** In any event, LPG does not have actual  
22 or apparent authority to bind another entity, Oakstone. Any agreement between  
23 Marich Bein and LPG that LPG breached is an action by Marich Bein against  
24 Oakstone.

25 16. If Oakstone is precluded from collecting its monthly charges from the  
26 Customers, Oakstone will be unable to cover its operating expenses and faces  
27 shuttering its doors as early as next week. This will result in more than 15,000 clients  
28

1 going without representation in court, including in ongoing lawsuits across the  
2 country.

3 17. Further, on February 16, 2023, Oakstone obtained a temporary  
4 restraining order against Marich Bein's bank, BankUnited, N.A. in Cause No. DC-  
5 23-02116, *Oakstone Law Group, PC v. BankUnited, N.A.* in the 192<sup>nd</sup> Judicial  
6 District Court of Dallas County, Texas, to try to stop the double-debiting – yet,  
7 Marich Bein has found other measures to continue charging Oakstone's  
8 customers, necessitating this California action.

9 18. Marich Bein filed a countersuit against Oakstone on or about  
10 February 24, 2023, despite its knowledge that Oakstone currently legally  
11 represents these customers. Oakstone has not been served with this action, and  
12 intends to timely respond, but seeks emergency court intervention to stop the  
13 double-debiting of the Purchased Accounts, restore the *status quo*, and repair the  
14 relationships between Oakstone and its current clients.

15 **COUNT I – DECLARATORY JUDGMENT**

16 19. Plaintiff repeats and realleges all prior paragraphs.

17 20. Plaintiff Oakstone seeks a declaratory judgment to resolve questions  
18 concerning the respective rights, obligations, and duties of Oakstone and Marich Bein  
19 with respect to the Purchased Accounts.

20 21. An actual case or justiciable controversy exists between Oakstone and  
21 Marich Bein concerning Oakstone's superior and exclusive entitlement to charge the  
22 Purchased Accounts and to the parties' prospective rights and obligations.

23 22. A judgment would serve a useful purpose in clarifying and/or settling  
24 these legal issues.

25 23. Further, the issuance of declaratory relief by this Court will finalize  
26 some or all of the existing controversy between the parties and will offer relief from  
27 the parties' uncertainty concerning the Purchased Accounts and their prospective  
28 rights and obligations.

24. By reason of the foregoing, Oakstone is entitled to a declaratory judgment establishing superior and exclusive ownership and entitlement to charge the Purchased Accounts.

25. Therefore, Oakstone requests this Court issue declarations that:

a. Oakstone holds sole and exclusive entitlement to debit the Purchased Accounts;

b. Marich Bein has wrongfully debited the Purchased Accounts;  
and

c. Any authorization(s) granted to Marich Bein to debit the customer accounts was/were properly revoked.

26. Unless the Court makes these declarations, Oakstone will suffer considerable and continuing economic and other harm.

27. Oakstone requests this Court award Oakstone its reasonable and necessary attorneys' fees, plus interest and costs, incurred in pursuing these declarations and for such other and further relief as this Court deems just and proper.

**COUNT II – INTENTIONAL INTERFERENCE WITH PROSPECTIVE  
ECONOMIC RELATIONS**

28. Plaintiff repeats and realleges all prior paragraphs.

29. Oakstone has business relationships with its Customers and provides ongoing legal services. In exchange for Oakstone's services, these Customer relationships provide Oakstone with an ongoing economic benefit, which was likely to continue uninterrupted absent Marich Bein's interference.

30. Marich Bein knew of these relationships yet continue to intentionally interfere with them by debiting Oakstone's Customers without legal or contractual authorization to do so.

31. Marich Bein used wrongful means, and its interference caused injury to Oakstone's relationships with some of the Customers. Customers have issued complaints and canceled their subscriptions for services.





1           41. Pleading in the alternative, to the extent necessary, Oakstone has  
2 contracts with the Customers to provide legal services.

3           42. Marich Bein knew of these relationships yet continue to intentionally  
4 interfere with them by improperly debiting Oakstone's Customers without legal or  
5 contractual authorization.

6           43. Marich Bein intentionally procured the Customers' breach of the  
7 contracts without justification, forcing the Customers to request refunds of their  
8 monthly payments. Customers demanded refunds of their monthly payments,  
9 breaching their contracts.

10           44. By engaging in this conduct, Marich Bein intended to disrupt the  
11 performance of Oakstone's Customer contracts, and/or knew that disruption of  
12 performance was certain or substantially certain to occur.

13           45. Accordingly, Oakstone has been economically and reputationally  
14 damaged in an amount to be determined at trial. Marich Bein's conduct was the  
15 predominant factor causing Oakstone's harm.

16                           **GROUND FOR INJUNCTIVE RELIEF**

17           46. Plaintiff incorporates and realleges all prior paragraphs.

18           47. Oakstone seeks a temporary restraining order pending this Court's  
19 ruling on a preliminary injury because Marich Bein is debiting the Purchased  
20 Accounts daily, with the intent to preclude Oakstone from rightfully collecting from  
21 the Customers.

22           48. Unless restrained by this Court, Marich Bein will continue their  
23 improper and unlawful actions of withdrawing from the Purchased Accounts,  
24 interfering with Oakstone's relationships with Customers, and Oakstone will  
25 continue to be immediately and irreparably harmed as a result.

26           49. Injunctive relief is fully warranted due to the continued harm and  
27 damages flowing from Marich Bein's actions—damages that are difficult to  
28

1 calculate, and attempting to calculate those damages would lead to a multiplicity of  
2 actions.

3 50. Customers make monthly payments to Oakstone, which usually amount  
4 to several hundred dollars per month. These customers cannot afford to have Marich  
5 Bein double charge them. Many customers have complained to Oakstone these  
6 automatic withdrawals have caused their accounts to overdraw, have prevented them  
7 from making other payments, and have affected their credit scores. *See Exhibit A-3.*  
8 Customers are canceling their subscriptions with Oakstone as a result. Overcharges  
9 are causing customers' bank accounts to be closed—which, as a result, has caused  
10 Oakstone's bank accounts to be closed due to the number of rebounding debits.

11 51. The threatened harm to Oakstone outweighs the threatened harm to  
12 Defendant. If a TRO (and later, preliminary injunction) is not issued, Oakstone will  
13 lose more customers and faces a substantial threat to its reputation and the goodwill  
14 it has built with those clients. If Oakstone is further precluded from collecting its  
15 monthly charges from the Customers, Oakstone will be unable to cover its operating  
16 expenses and faces shuttering its doors as early as next week.

17 52. As a direct and proximate cause of Marich Bein's unlawful conduct as  
18 described above, Oakstone has suffered damages that cannot be reasonably  
19 ascertained at present. Oakstone has also suffered incalculable reputational damages  
20 for which Oakstone has no adequate remedy at law. Oakstone is, therefore, entitled  
21 to an injunction enjoining Marich Bein from further unlawful acts.

22 53. The public interest also weighs in favor of granting a TRO and  
23 preliminary injunction because that interest includes the need for protection and  
24 security from customers from being double-billed by unauthorized third parties.  
25 Customers authorized Oakstone to make these payments rely on Oakstone's  
26 reputation to appropriately and adequately make those withdrawals without issue.  
27 Due to Marich Bein's conduct, Oakstone may be abruptly unable to provide legal  
28 services to these 15,000 Customers altogether. This would result in more than 15,000

1 clients going without representation in court, including in ongoing lawsuits across  
2 the country.

3 54. Oakstone has demonstrated through this pleading, and the evidence  
4 attached hereto it will likely succeed on the merits of the case and it will suffer  
5 immediate and irreparable injury if Marich Bein, and those acting in active concert  
6 or participation with it, are not immediately enjoined from their wrongful acts.

7 55. By virtue of the foregoing, Oakstone has also demonstrated it has no  
8 adequate remedy at law, and a balancing of the equities favors the issuance of an  
9 injunction against Marich Bein.

10 56. Therefore, Oakstone is entitled to a temporary restraining order  
11 followed by preliminary and permanent injunctive relief. Oakstone requests the Court  
12 issue a temporary restraining order and preliminary injunction, thereafter to be made  
13 permanent, against Marich Bein, its agents, affiliates, subsidiaries, parent companies,  
14 successors, assigns, servants, employees, and attorneys, and those persons in active  
15 concert or participation with it, as follows:

16 (a) Accepting, directing, or initiating automatic payments, transfers, or  
17 debits from any of the Purchased Accounts without Oakstone's express  
18 written authorization; and

19 (b) Taking any action to prevent Oakstone from accepting, directing, or  
20 initiating automatic payments, transfers, or debits from any of the  
21 Purchased Accounts.

### 22 **CONDITIONS PRECEDENT**

23 57. Prior to the filing of this action, Oakstone satisfied all applicable  
24 conditions precedent for bringing this suit.

### 25 **PRAYER FOR RELIEF**

26 **WHEREFORE**, Oakstone respectfully requests that judgment be entered in  
27 its favor and against Marich Bein and that Oakstone be granted the following relief:

28 A. Enter declarations against Defendant as requested herein;

1 B. Finding Defendant tortiously interfered with Oakstone's contract(s);

2 C. A temporary restraining order and preliminary injunction, thereafter to  
3 be made permanent, against Marich Bein, its agents, affiliates, subsidiaries, parent  
4 companies, successors, assigns, servants, employees, and attorneys, and those  
5 persons in active concert or participation with it, as follows:

6 a. Accepting, directing, or initiating automatic payments, transfers, or  
7 debits from any of the Purchased Accounts without Oakstone's  
8 express written authorization; and

9 b. Taking any action to prevent Oakstone from accepting, directing, or  
10 initiating automatic payments, transfers, or debits from any of the  
11 Purchased Accounts.

12 D. Enter judgment against Defendant for actual damages, pre- and post-  
13 judgment interest, and attorneys' fees and costs; and

14 C. Such other and further relief as requested herein and/or to which  
15 Oakstone may otherwise be entitled.

16 **JURY DEMAND**

17 Oakstone hereby demands a trial by jury on all claims so triable pursuant to  
18 Fed. R. Civ. P. 38.

1 Dated: February 27, 2023

Respectfully submitted,

2 RILEY SAFER HOLMES & CANCELA  
3 LLP

4 By: /s/ Joshua L. Roquemore  
Joshua L. Roquemore

5 WICK PHILLIPS GOULD & MARTIN  
6 LLP

7 Rusty J. O’Kane (*pro hac vice forthcoming*)  
8 Alexandra W. Wahl (*pro hac vice*  
*forthcoming*)

9 Attorneys for Plaintiff  
OAKSTONE LAW GROUP, PC

# **Exhibit “A-1”**



Fw: URGENT LPG LAW SERVICING RIGHTS | ATTN: Kevin Kurka, Daniel S March.

Legal <legal@lpglaw.com>

Mon 2/6/2023 8:20 AM

To: hd@marichbein.com hd@marichbein.com ;israel@marichbein.com  
<israel@marichbein.com>;max@marichbein.com <max@marichbein.com>

To Whom it May Concern -

You are hereby instructed to cease and desist any payment processing of any client of The Litigation Practice Group PC. After discussion with Daniel S. March, I have confirmed that he did not execute an Assignment of Servicing Rights Agreement with Marich Bein LLC or any other entity. Please produce the same if you believe Mr. March executed the same. Please note that any forged document has no legal force or effect, and your participation in any such forgery is actionable. LPG intends to enforce its rights to the full extent of the law.

Further, even to the extent that you mistakenly believe you possess a servicing right, such right would not permit you to withdraw money from a client on a day or in any amount *not* approved by that client. If your information is not pulled from LPG's customer relationship management program the day prior to a payment, then the information is not accurate and the payment you attempt to pull is not authorized. At present, LPG processes between 500 and 700 payment adjustments per day. There is no reasonable basis for believing that data from a prior month is accurate for payment processing in the current month. If your alleged servicing agreement contains a provision that allows you to pull payments based on historic data outside of our CRM then such provision would in any event be void as a matter of law as LPG does not have the right to grant you authority to pull a payment from a client that the client does not authorize. To be clear, a change in payment date or payment amount modifies LPG's authority to pull a payment; if your information is not up to date it is not authorized and may constitute conversion.

We are willing to discuss an amicable resolution to this dispute, which would include assurances that you would receive any payment to which you are entitled. But if you unlawfully process a payment of an LPG client then LPG will withhold any payment pending a full assessment of the damage caused by such criminal conduct, including reputational damage, and application of an offset to any amount you are allegedly owed. In addition, LPG will notify Bank United of your unlawful conduct and will file suit and seek injunctive relief against both you and Bank United. If you confirm in writing that you will not process any client payments pending discussion of a resolution, then we will not contact Bank United and will work in good faith to resolve this dispute. If you do not so confirm, LPG will contact Bank United and seek court intervention to stop your criminal conduct. Please respond forthwith.

In addition, any prior agreement with Tony Diab does not bind LPG. Any prior association between LPG and Mr. Diab has ceased and in any event Mr. Diab was never authorized to act on behalf of LPG. Any



participation that you had with Mr. Diab may constitute aiding and abetting the unauthorized practice of law, and may be actionable on both civil and criminal grounds; you should seek the advice of an attorney regarding the same.

You have been placed on notice. Govern your conduct accordingly.

Regards,

**The Litigation Practice Group PC**

**P.O. Box 513018**

**Los Angeles, CA 90051**

p: 949.715.0644

f: 949.315.4332

[www.lpglaw.com](http://www.lpglaw.com)

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## **Exhibit “A-2”**



Rusty J. O'Kane  
(214) 740-4039 Direct Dial  
[rusty.okane@wickphillips.com](mailto:rusty.okane@wickphillips.com)  
[www.wickphillips.com](http://www.wickphillips.com)

February 10, 2023

**VIA CMRRR 9314 8699 0430 0104 3217 91**

Rajinder P. Singh  
Chairman, President, and  
Chief Executive Officer  
BankUnited, Inc.  
14817 Oak Lane  
Miami Lakes, Florida 33016  
(305) 569-2000

**VIA CMRRR 9314 8699 0430 0104 3219 51**

Kevin Malcolm  
General Counsel  
BankUnited, Inc.  
14817 Oak Lane  
Miami Lakes, Florida 33016  
(305) 569-2000

**Re: Cease and Desist and Revocation of Authority for Debits on Behalf of  
Oakstone Law Group, PC and its affiliates (together, "Oakstone")**

Dear Messrs. Singh and Malcolm:

We represent Oakstone in connection with its recent retention of certain accounts from Litigation Practice Group ("LPG"). LPG transferred its practice to Oakstone, which has taken over servicing clients to assist in reducing and eliminating their debt. To that end, LPG terminated BankUnited's relationship with these accounts on or around February 2, 2023. Upon termination, LPG withdrew any authorization to process automatic debits from any customer account, and such termination extended to Oakstone. Likewise, all Legal Services Agreements and Electronic Payment Authorizations between BankUnited and LPG were terminated and revoked. Oakstone, for its part, has never authorized BankUnited to debit any account on its behalf. In the event such terminations were not previously clear, we are reiterating that any such authorizations between clients of LPG/Oakstone and BankUnited are revoked and/or terminated. Despite this revocation, we have learned that BankUnited continues debiting client accounts without authorization.

Please take all immediate and necessary steps to cease taking automatic payments from any account associated with LPG or Oakstone. Attached is a spreadsheet identifying many of the accounts in question, although BankUnited should do an independent audit to ensure its compliance. This revocation applies to any and all future debits. These accounts total \$5.2 million per month—damages we fully intend to pursue if unauthorized debits continue to occur.

Should you refuse or fail to honor these revocations, we have been authorized to take all available legal action, including filing a lawsuit seeking injunctive relief to stop BankUnited's intentional disruption of Oakstone's business and interference with its customer relationships. This letter should not be construed as a waiver of any duties, covenants, or obligations owing or owed by any party, and nothing herein shall release or discharge you from any liability.

If you have any questions or concerns, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rusty O'Kane", with a stylized flourish at the end.

Rusty O'Kane

cc: [hd@marichbein.com](mailto:hd@marichbein.com)  
[israel@marichbein.com](mailto:israel@marichbein.com)  
[max@marichbein.com](mailto:max@marichbein.com)

**Exhibit “A-2”**  
**attachment**

*(to be submitted in camera)*

# **Exhibit “A-3”**



From: <[support@oakstonepc.com](mailto:support@oakstonepc.com)>  
Date: Tue, Feb 7, 2023 at 1:32 PM  
Subject: Fwd: LPG charge unauthorized  
To: <[admin@guardianprocessing.com](mailto:admin@guardianprocessing.com)>  
Cc: <[operations@guardianprocessing.com](mailto:operations@guardianprocessing.com)>, <[eng@guardianprocessing.com](mailto:eng@guardianprocessing.com)>, <[wes@guardianprocessing.com](mailto:wes@guardianprocessing.com)>

9810 - Melissa [REDACTED]

Client was double charged and requires urgent refund for erroneous payment.  
Please have an agent reach out to the client for reassurance.

<https://oakstonepc.freshdesk.com/helpdesk/tickets/9810>

On Tue, 7 Feb at 4:32 PM , Melissa [REDACTED] wrote:  
Here is the charge from LPG on Feb. 6th.

Attachments:

- [Screenshot 20230207 162846 Mascoma Bank.jpg](#)



From: [REDACTED]  
Date: Tue, Feb 7, 2023 at 12:04 PM  
Subject: Reversal of Payment for Sharonda [REDACTED]  
To: <[support@oakstonepc.com](mailto:support@oakstonepc.com)>

Hello,

I was told by you all that my payments to the Litigation Practice Group were actually finished on 1/5/2023. LPG actually withdrew another \$411 out of my account yesterday, and now I am overdrawn on my account and have accrued several overdraft fees due to my lack of knowledge that the payment was taken out anyway. I was told to screen shot the payment to you all to get some help getting this payment reversed. Bank United also was not able to reverse anything for me and I was directed back to the LPG group by my banking institution. Can someone please help me?

Thank you,  
Sharonda  
[REDACTED]

Sent from my T-Mobile 4G LTE Device



more super center + 120 miles (415.00)

FEB 6 2023

Withdrawal Check Pay Fee	(\$33.00)	⋮
	(\$68.65)	⋮

FEB 6 2023

Withdrawal ACH LPG [REDACTED]	(\$411.09)	⋮
[REDACTED]*DIRECT PAY	(\$35.65)	⋮

Details

Statement Description:

Withdrawal ACH LPG [REDACTED]\*DIRECT PAY

Date:

2/6/2023

Type:

Debit

FEB 6 2023

Withdrawal Check Pay Fee LPG [REDACTED]	(\$33.00)	⋮
[REDACTED]*DIRECT PAY	\$375.44	⋮

FEB 6 2023

[REDACTED]	[REDACTED]	⋮
[REDACTED]	[REDACTED]	⋮

FEB 5 2023

[REDACTED]	[REDACTED]	⋮
[REDACTED]	[REDACTED]	⋮

FEB 5 2023

[REDACTED]	[REDACTED]	⋮
[REDACTED]	[REDACTED]	⋮





Gmail

GP Admin <admin@guardianprocessing.com>

## Fwd: Antonia Martinez-Refund

1 message

support@oakstonepc.com <support@oakstonepc.com>

Tue, Feb 7, 2023 at 3:02 PM

Reply-To: support@oakstonepc.com

To: admin@guardianprocessing.com

Cc: operations@guardianprocessing.com, eng@guardianprocessing.com, wes@guardianprocessing.com

9854 - Toni [REDACTED]

Client was double charged and requires urgent refund for erroneous payment.

Please have an agent reach out to the client for reassurance.

<https://oakstonepc.freshdesk.com/helpdesk/tickets/9854>

On Tue, 7 Feb at 6 02 PM , Toni [REDACTED] wrote



image.png

image.png

Toni [REDACTED]

2720 Albon Rd.

Maumee, OH 43537

**Account Receivable**

**Direct:** [\(419\) 724-5031](tel:(419)724-5031)

**Fax:** [419-865-0368](tel:419-865-0368)



Attachments:

- [recording of Calls.xlsx](#)
- [Xerox Scan\\_01312023055527 \(2\).pdf](#)



< Transaction Details

-\$30.00

OD PRIVILEGE FEE

Activity Occurred on 2/6/2023

Secondary Description

AVAIL BALANCE WAS \$21.01 BEFORE ACH/LPG

Posted On

2/6/2023

Resulting Balance

-\$252.90

Toni

<75&gtsWi%

fzr jjBM@8:8<%

FhhtzsyWjhjn{fgq%

rwjhy%96>.%792:586%

f} %6>2;:28;=%

%

%



From: Aaron [REDACTED]  
Date: Mon, Feb 6, 2023 at 8:15 AM  
Subject: Fwd: Oakstone Law Group PC  
To: <[support@oakstonepc.com](mailto:support@oakstonepc.com)>

Hello payment,

There's mistake to this month payment.

I was charged on Friday 2/3/23 & Monday 2/6/23. Please advise

---

Processing

ACH HOLD Monthly Legal S  
Monthly Le ON 02/06

---

Processing

Feb 3, 2023

LPG [REDACTED]

DES:DIRECT PAY

ID: [REDACTED]

INDN: [REDACTED]

ID: [REDACTED]

Sent from my iPhone

On Feb 2, 2023, at 3:07 PM, Oakstone Law Group PC <[support@oakstonepc.com](mailto:support@oakstonepc.com)>  
wrote:





Hi Aaron [REDACTED] !

Welcome to Oakstone Law Group! Thank you for entrusting us to work with you to achieve your goal of financial freedom.

As part of the transition, please authenticate your payment method using the link here:

[Link](#)

Please be advised that you won't be charged until your normal scheduled payment as part of the original legal services agreement.

Please contact us at +1858-330-3009 if you have any questions or email us at [support@oakstonepc.com](mailto:support@oakstonepc.com)

Thank You!

Support Team,

Oakstone Law Group

From: Teresa [REDACTED]  
Date: Wed, Feb 8, 2023 at 9:32 AM  
Subject: Overdraft fee and double charge  
To: [support@oakstonepc.com](mailto:support@oakstonepc.com) <[support@oakstonepc.com](mailto:support@oakstonepc.com)>

Get [Outlook](#) for iOS



9:25



EveryDay Checking - 6282



Q keyword, amount, or mm/dd/y...



Feb 7

MONTHLY

-\$355.73

LEGAL SERV

WWW.OAKSTONEPCA

[REDACTED]

[REDACTED]

Feb 6

ACH Transaction -

[REDACTED]

[REDACTED]

ACH Transaction -

[REDACTED]

[REDACTED]

Feb 3

ACH Transaction - LPG

[REDACTED] DIRECT

PAY

-\$355.73

Feb 2



9:26



EveryDay Checking - 6282



Q keyword, amount, or mm/dd/y...



Feb 7

Overdraft Protection Fee - \$20.00

[REDACTED]  
[REDACTED]  
[REDACTED]

POS Debit - [REDACTED] -  
MONTHLY ~~\$355.73~~  
LEGAL SERV  
WWW.OAKSTONEPCA

[REDACTED]  
[REDACTED]  
[REDACTED]

Feb 6

ACH Transaction - [REDACTED]  
[REDACTED]

[REDACTED] tion -  
[REDACTED]  
[REDACTED]

From: Linda [REDACTED]  
Date: Fri, Feb 3, 2023 at 2:46 PM  
Subject: Re: Oakstone Law Group PC  
To: Oakstone Law Group PC <[oakstonelawgrouppc+a3ubsh7@guardianprocessing.freshworksmail.com](mailto:oakstonelawgrouppc+a3ubsh7@guardianprocessing.freshworksmail.com)>, [support@oakstonepc.com](mailto:support@oakstonepc.com) <[support@oakstonepc.com](mailto:support@oakstonepc.com)>

Re: Linda [REDACTED]

Good evening. I'm glad I received a phone call letting me know your company took over my account.

I hope LPG transfers the Feb 2023 payment to you because I don't have any available funds to make a double payment.

I also hope you actually have someone that replies to emails and texts. Someone that does things. I've seen nothing but my score go from the mid 500's down into the 400's. So bad I had to have my friend purchase a car in her name and me drive and insure/ make payments. No discussion, guidance, nothing. In this mess because of my husband. He can't have anything in his name but sure had no trouble running my name up.

Not that I didn't try to contact LPG, never a reply. Or the generic contact us at....

Thanks for listening.

Linda [REDACTED]

Sent from my Verizon, Samsung Galaxy smartphone  
Get [Outlook for Android](#)

---

From: Oakstone Law Group PC <[support@oakstonepc.com](mailto:support@oakstonepc.com)>  
Sent: Friday, February 3, 2023 2:37:29 PM  
To: Linda [REDACTED]  
Subject: Oakstone Law Group PC





Hi Linda [REDACTED] !

Welcome to Oakstone Law Group! Thank you for entrusting us to work with you to achieve your goal of financial freedom.

As part of the transition, please authenticate your payment method using the link here:

[Link](#)

Please be advised that you won't be charged until your normal scheduled payment as part of the original legal services agreement.

Please contact us at +1858-330-3009 if you have any questions or email us at [support@oakstonepc.com](mailto:support@oakstonepc.com)

Thank You!

Support Team,

Oakstone Law Group

From: Jeffrey [REDACTED]  
Date: Fri, Feb 10, 2023 at 12:37 PM  
Subject: Double charged on monthly payment  
To: [Support@oakstonepc.com](mailto:Support@oakstonepc.com) <[Support@oakstonepc.com](mailto:Support@oakstonepc.com)>

My name is Jeffrey [REDACTED] and I was recently charged twice for my February services with the Litigation Practice Group

Feb. 6th 383.12

Feb. 7th 383.12

I am enclosing copies of my bank statements for the days of occurrence.

I would kindly appreciate a refund of 383.12 for the overcharged.

Overdraft fees are now covered.

Thank you for your attention to this matter, I cannot afford to pay all my bills this month, because of this error.



12:22



## Account History

FEB 06, 2023

External Withdrawal LPG

[REDACTED] - DIRECT PAY

FEB 06, 2023

[REDACTED]

FEB 05, 2023

[REDACTED]

FEB 05, 2023

12:22



## Account History

Overdraft Protection Deposit

FEB 07, 2023

External Withdrawal LPG

[REDACTED] - Legal Serv LPG

[REDACTED]

FEB 07, 2023

[REDACTED]

[REDACTED]

[REDACTED]

Point Of Sale Withdrawal TOWED

Sent from Yahoo Mail on Android

From: Kathy [REDACTED]  
Date: Wed, Feb 8, 2023 at 10:17 AM  
Subject: Re: double payment taken  
To: Oakstone Law Group PC <[support@oakstonepc.com](mailto:support@oakstonepc.com)>

# Account History

[REDACTED]	[REDACTED]
[REDACTED]	
[REDACTED]	
[REDACTED]	
[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	
[REDACTED]	
[REDACTED]	
[REDACTED]	[REDACTED]

ACH Withdrawal /	-\$353.39
------------------	-----------

LPG [REDACTED]

[REDACTED]

DIRECT PAY [REDACTED]

[REDACTED]



## Account History



### FREE CHECKING [REDACTED]

Available

**\$318.02**

Current

\$318.02

[SHOW DETAILS](#)

Pending

*ACH Withdrawal /  
Monthly Legal*

**-\$353.39**

Se [REDACTED]

*Monthly Le WEB*

*PENDING*

Posted



sorry i only know how to do it this way. your looking at the \$353 amount. Thanks for you immediate attention on this matter.

Have a smiley day!

Kathy E [REDACTED]

Ts% jikjg% 578fy656>FR fpxytsjQf | LwtzuUH%  
AxzuutwE t fpxytsjuh3tr C% wty%

Hi Kathy [REDACTED]

We are more than happy to provide further assistance on this matter, please email a reflection of the charges to [support@oakstonepc.com](mailto:support@oakstonepc.com). Please get in touch with us if you have any questions or concerns. Our phone number is (858) 330-3009 and our hours of operations are Monday to Friday, from 6 am - 6 pm PST.

On Wed, 8 Feb at 2:10 AM , Kathy [REDACTED] wrote:

hi, it appears you guys are trying to take another payment out of my banking account. fix this asap  
please so I don't get a NSF charge or I'll expect you to cover any and all that may occur.

Have a smiley day!

Kathy E [REDACTED]

From: <[support@oakstonepc.com](mailto:support@oakstonepc.com)>  
Date: Fri, Feb 10, 2023 at 1:31 PM  
Subject: Fwd: Double payment  
To: <[admin@guardianprocessing.com](mailto:admin@guardianprocessing.com)>  
Cc: <[operations@guardianprocessing.com](mailto:operations@guardianprocessing.com)>, <[eng@guardianprocessing.com](mailto:eng@guardianprocessing.com)>, <[wes@guardianprocessing.com](mailto:wes@guardianprocessing.com)>

10393 - Roger [REDACTED] ()

Client was double charged and requires urgent refund for erroneous payment.  
Please have an agent reach out to the client for reassurance.

<https://oakstonepc.freshdesk.com/helpdesk/tickets/10393>

On Fri, 10 Feb at 4:31 PM , Roger [REDACTED] wrote:

Need one of the payments to go back in my acct put me in negative and I also paid the draft fees

Attachments:

- [20230210\\_095603.jpg](#)

From: support@oakstonepc.com  
Date: Friday, February 10 2023 at 1:24 PM PST  
Subject: Fwd: Nicole [REDACTED] refund request  
To: admin@guardianprocessing.com  
Cc: operations@guardianprocessing.com, eng@guardianprocessing.com, wes@guardianprocessing.com

10391 - Nicole [REDACTED] ()

Client was double charged and requires urgent refund for erroneous payment.  
Please have an agent reach out to the client for reassurance.

<https://oakstonepc.freshdesk.com/helpdesk/tickets/10391>

On Fri, 10 Feb at 4:24 PM , Nicole [REDACTED] [REDACTED] [REDACTED] wrote:

Attachments:

- [Screenshot 20230210 143539 Carolina Foothills.jpg](#)

From: Sherri [REDACTED]  
Date: Tue, Feb 7, 2023, 5:25 PM  
Subject: Possible refund  
To: <[support@oakstonelawpc.com](mailto:support@oakstonelawpc.com)>

I hope this works. My internet is not working so I couldn't take a picture that way.

I am on disability and taking that money out every month was killing me.

Sherri  
[REDACTED]

Attachments:

- [20230207 171717.jpg](#)

Please take a look at ticket [#10115](#) raised by W. F. K. H. [REDACTED]

On Thu, 9 Feb at 11:26 AM , W. F. K. H. [REDACTED] wrote:  
**PLEASE REFUND TRANSACTION ERROR. MY ACCOUNT IS OVERDRAFT**

Attachments:

- [Screenshot 20230209 111458 Wells Fargo.jpg](#)

Please take a look at ticket [#10118](#) raised by Charles [REDACTED]

On Thu, 9 Feb at 11:58 AM , Charles [REDACTED] wrote:

I understand my account was sold to Oakstone Law Group. You took an unauthorized payment of \$819.25 from my account on 2-7-23. My payment needs to be refunded to my account. Payment to Oakstone should be \$694.25.

Please refund my payment promptly, so Oakstone can receive their payment.

Charles [REDACTED]

Attachments:

- [LPG payment 2-7-23.pdf](#)



Please take a look at ticket [#10363](#) raised by LINDA [REDACTED]



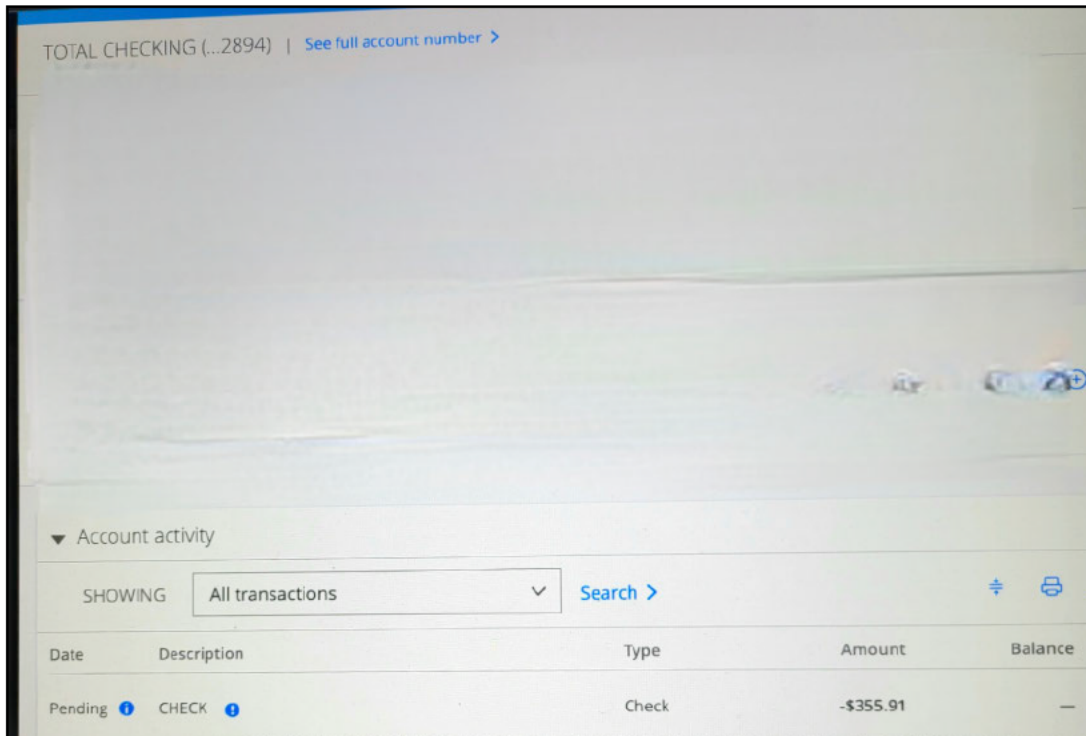
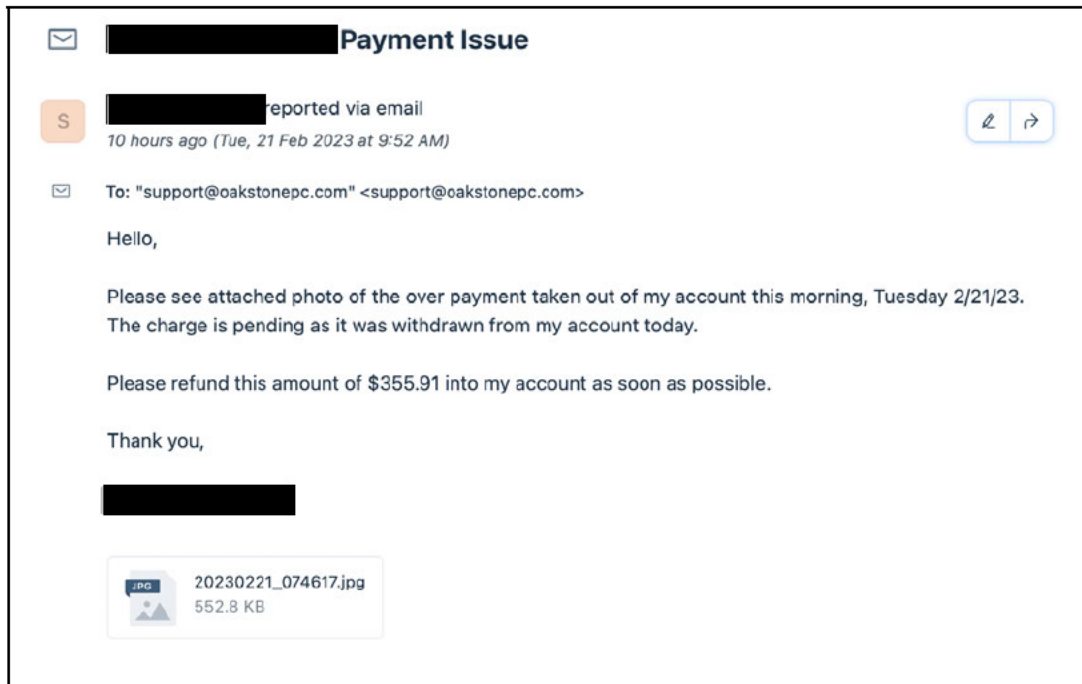
On Fri, 10 Feb at 2:43 PM , LINDA [REDACTED] wrote:

Begin forwarded message:


**From:** LINDA [REDACTED]  
**Date:** February 9, 2023 at 10:21:20 AM EST  
**To:** support@lpglaw.com  
**Subject:** Monthly payment



As you can see from my email, I took a screenshot of my checking account that you guys took my monthly payment twice this month and I need that money put back into my account, I still have to pay my car note. By taking my monthly payment twice you have made my account negative. Please take care of this matter today so I can pay my car note! I have tried sending multiple emails and calls that after 10 minutes on hold the call drops. I need this taken care of today!!!



**LPG Charges - 02/21/2023****Client:** [REDACTED]


**Client:** [REDACTED]

 **Payment taken out by LPG**


H

[REDACTED] reported via email  
8 hours ago (Tue, 21 Feb 2023 at 11:55 AM)



 To: "Oakstonepc Support" <support@oakstonepc.com>  
  
Hello,  
  
Please see attached  
  
[REDACTED]

Sent from Yahoo Mail for iPhone

 HB.pdf  
89.26 KB

2/21/23	[REDACTED]	
Pending	LPG 949-229-6262 DIRECT PAY	-\$252.78

**Client:** [REDACTED]

 **[REDACTED] Feb payment to LPG made**

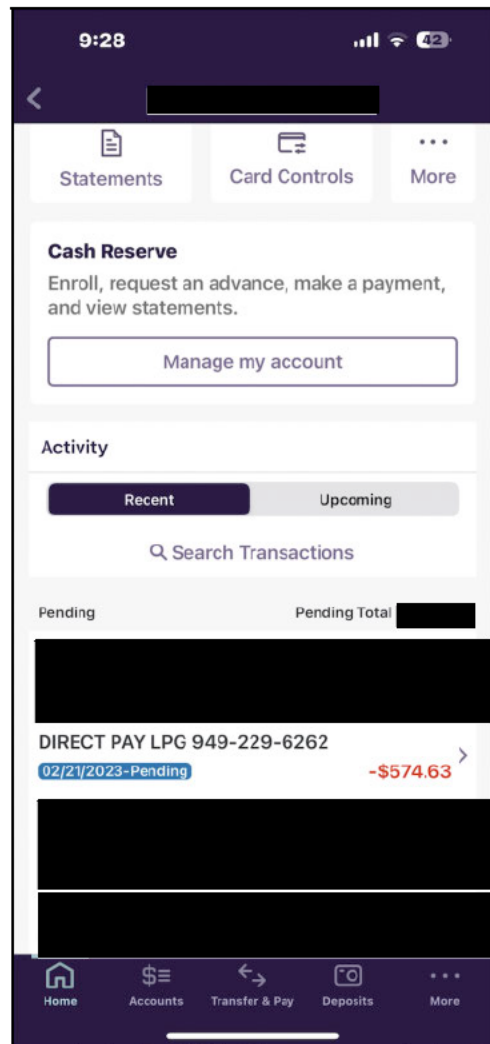
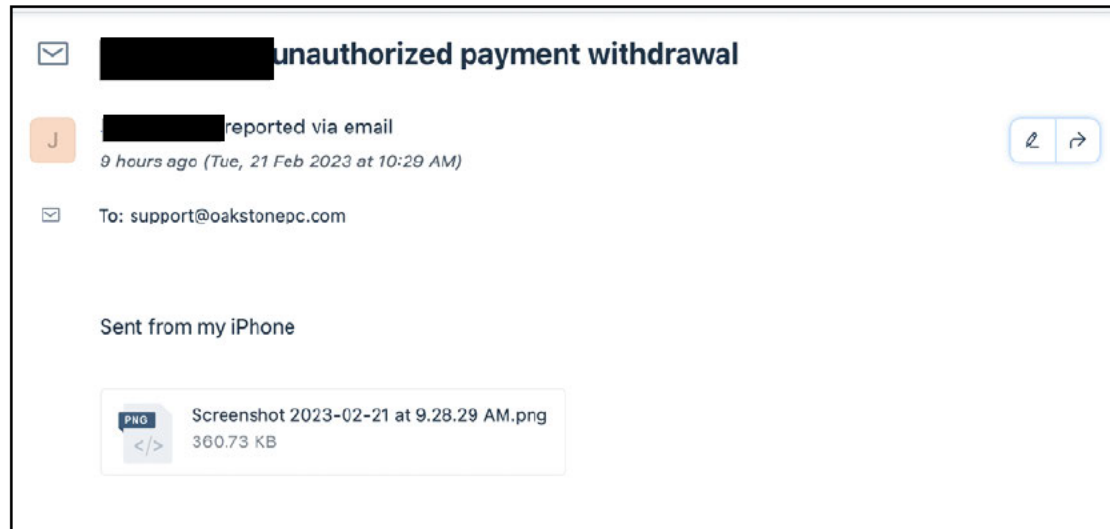
J

[REDACTED] reported via email  
a day ago (Mon, 20 Feb 2023 at 7:23 PM)

 To: "Oakstone Law Group PC" <support@oakstonepc.com>  
  
[REDACTED]

02/08/2023	ACH Withdrawal / LPG 949-229-6262 [REDACTED]	DIRECT PAY	-\$254.91	\$1,324.95
------------	--	------------	-----------	------------

**Client:** [REDACTED]



**Client:** [REDACTED]**Payment issue** [REDACTED]

[REDACTED] reported via email

7 hours ago (Tue, 21 Feb 2023 at 12:43 PM)



To: "support@oakstonepc.com" &lt;support@oakstonepc.com&gt;

Good morning. I got charged from LPG Law for \$611.40 where I should have not. I have attached a screen shot of online transaction. Thanks

[REDACTED]

Sent from my T-Mobile 4G LTE Device

Get [Outlook for Android](#)

20230221\_113512.jpg

1.97 MB

## ▼ Account activity

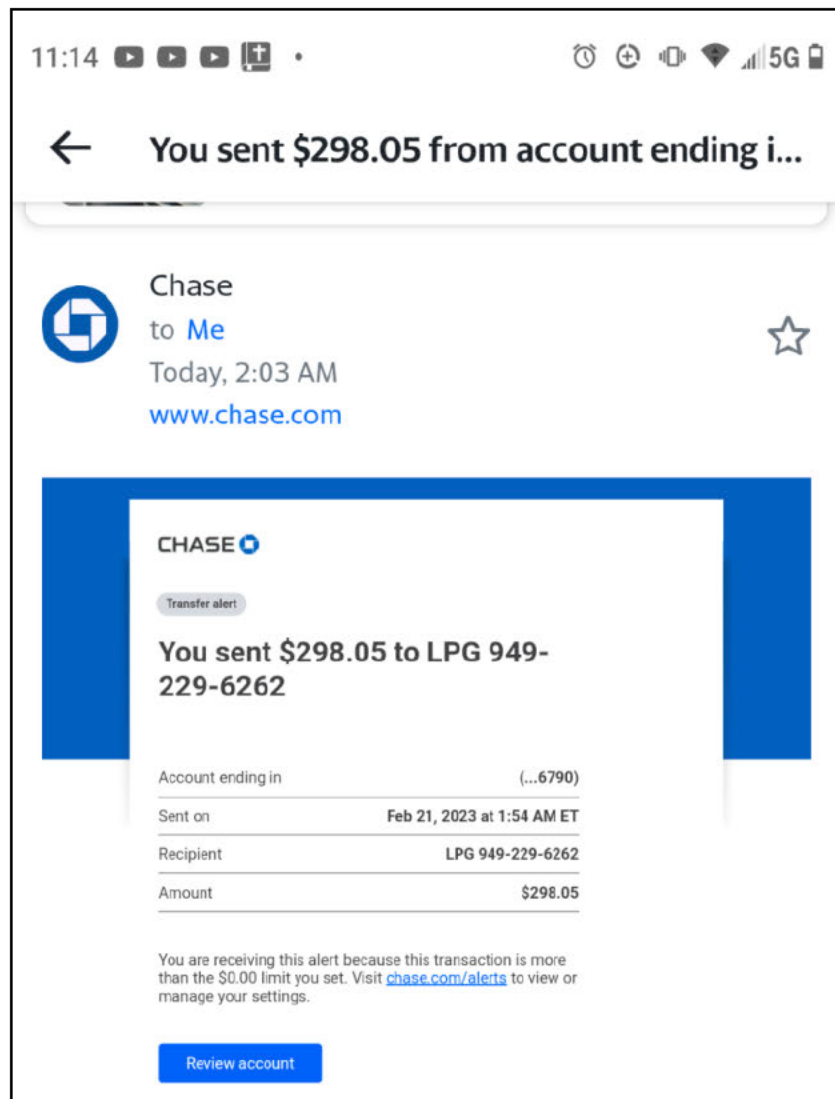
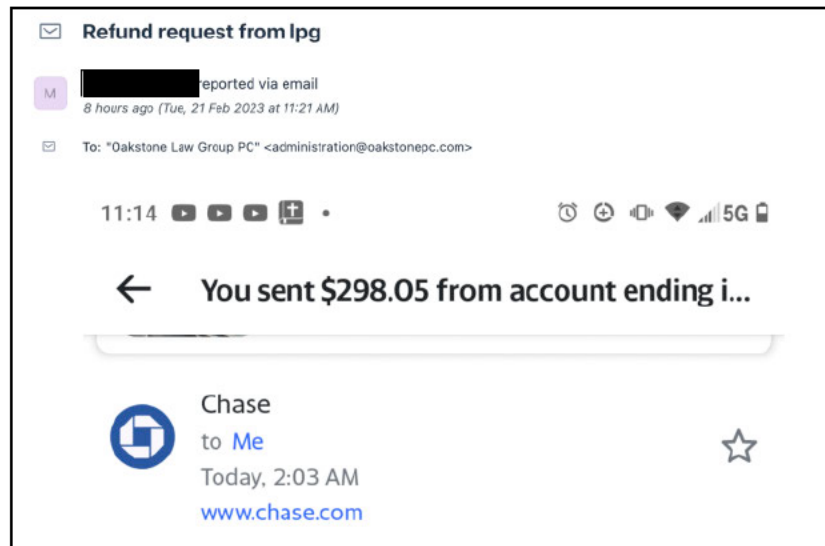
SHOWING

All transactions

[Search >](#)

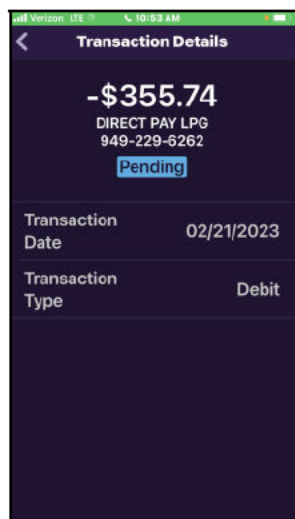
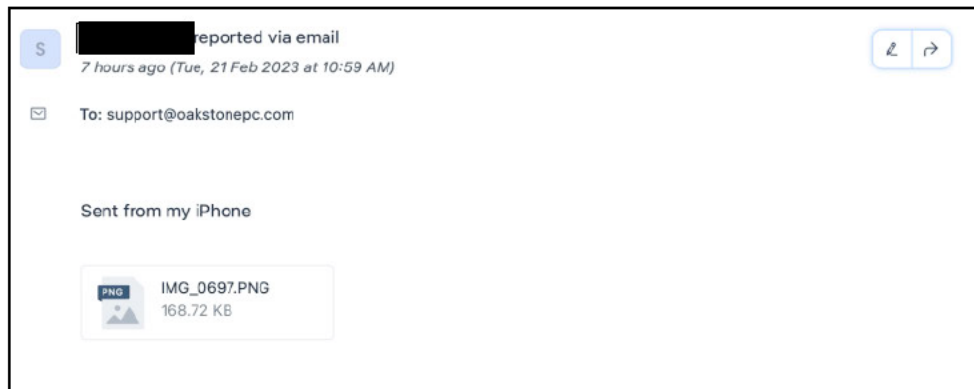
Date	Description	Type	Amount
Pending ⓘ	[REDACTED]	Zelle credit	\$310.00
	ORIG CO NAME:LPG 949-229-6262 CO ENTRY DESCR:DIRECT PAY SEC:PPD ORIG ID:1016207445	ACH debit	-\$611.40
Feb 13, 2023	[REDACTED]	ACH credit	\$300.00
Feb 1, 2023	[REDACTED]	Zelle debit	-\$302.00
	[REDACTED]	ACH credit	\$300.00

**Client:** [REDACTED]





**Client:** [REDACTED]



**Client:** [REDACTED]**Refund for payment made to LPG Litigation Services**

[REDACTED] reported via email

4 days ago (Sat, 18 Feb 2023 at 3:07 AM)

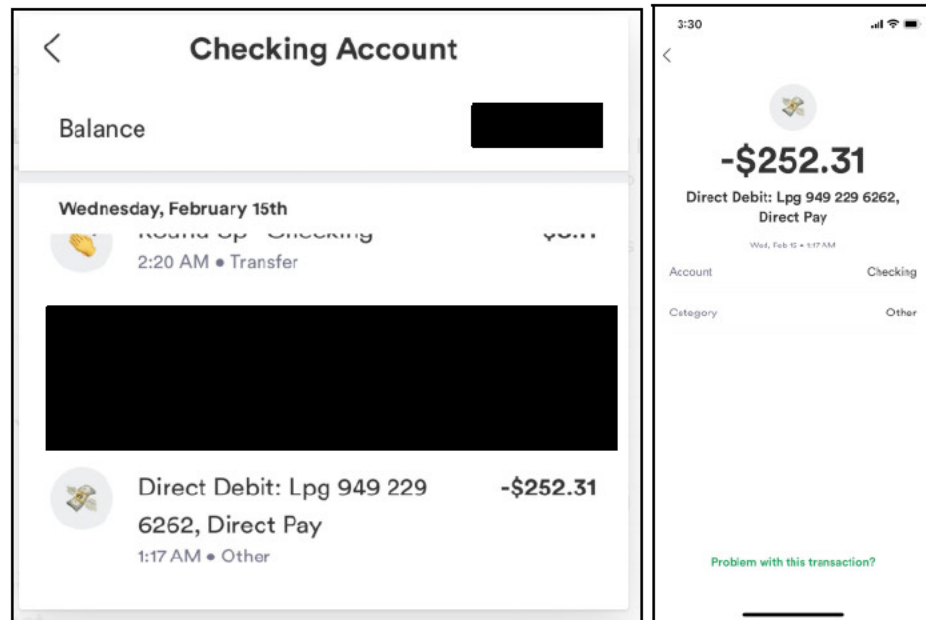


To: "support@oakstonepc.com" &lt;support@oakstonepc.com&gt;

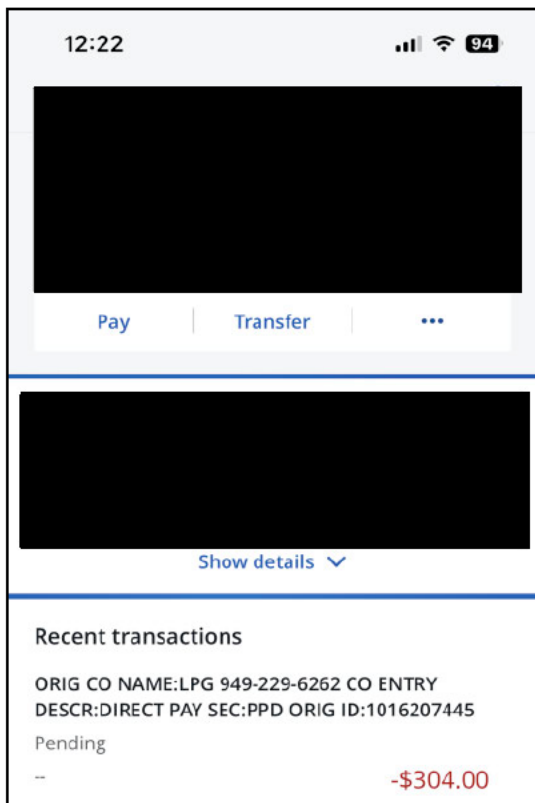
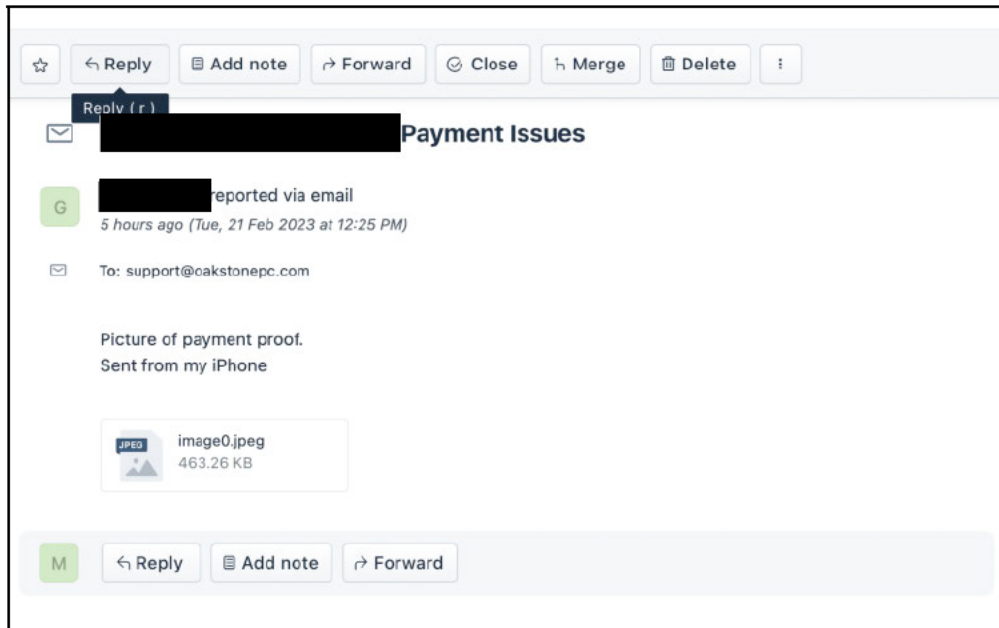
good morning. I spoke with your representative today, regarding reoccurring payments made to the previous firm LPG Litigation Services. I was told to send a screenshot of the last payment, \$252.31 on 2/15/23, which would be refunded to me.

Enclosed are the screenshots of the last reoccurring payment. All future payments have been stopped as of today.

Please advise what information you need from me in order to refund the \$252.31.



**Client:** [REDACTED]



**Client:** [REDACTED]

 **regarding payment taken illegally**

T

[REDACTED]



reported via email  
2 hours ago (Tue, 21 Feb 2023 at 3:52 PM)

 To: "support@oakstonepc.com" <support@oakstonepc.com>

12:49 5G 92%

← Account History



[REDACTED]

[REDACTED]

[REDACTED]

SHOW DETAILS

Pending

LPG XXX-XXX-6262 DIRECT /  
LPG XXX-XXX-6262 DIRECT PAY  
230217YNXYLB7LS  
PENDING

-\$361.50






\$48.99

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]


 Accounts  Make a transfer  Bill Pay  Check Deposit  More

|||

○

<



**Client:** [REDACTED]


 **Disputar LPG**




M


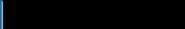
[REDACTED]

reported via email  
4 hours ago (Tue, 21 Feb 2023 at 1:43 PM)

 To: "support@oakstonepc.com" <support@oakstonepc.com>


12:14   

ACH ELECTRONIC -\$375.10  
DEBIT Feb21 06:20a Pending  
0000 LPG  
949-229-6262  
DIRECT PAY

Transaction Date Feb 21, 2023 06:20 AM ET

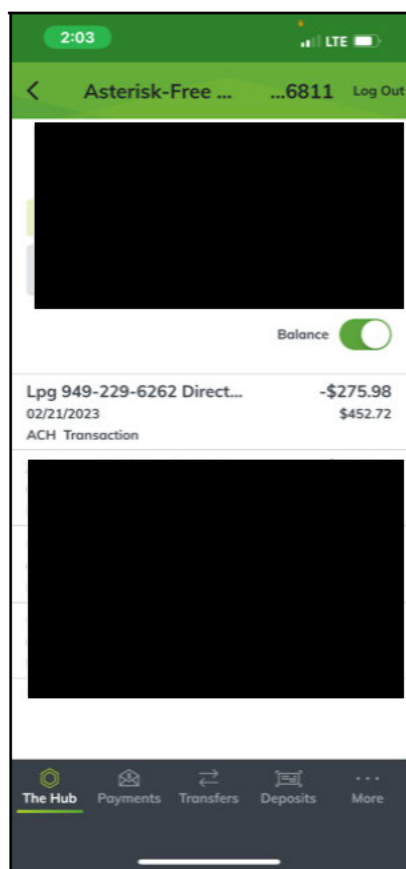
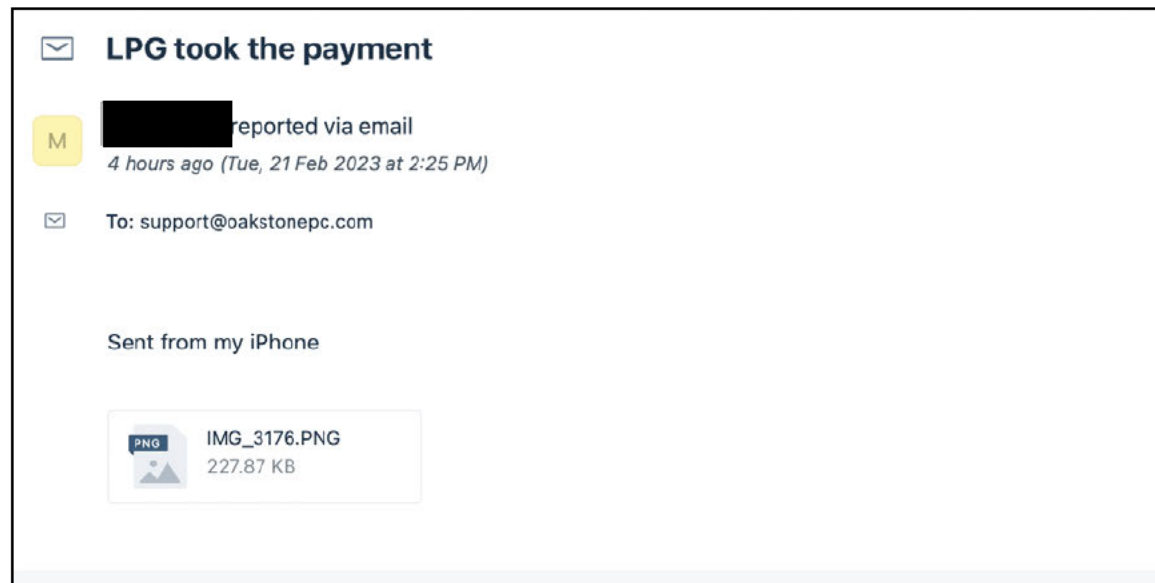
Transaction Type WITHDRAWAL



I hereby want to communicate \$375.10 was debited from my account by LPG GRUPO in February

Enviado desde mi iPhone

**Client:** [REDACTED]





**Client:** [REDACTED]

S

[REDACTED] reported via email

5 hours ago (Tue, 21 Feb 2023 at 1:16 PM)

✉

To: support@oakstonepc.com

#437844770

12:15

LTE

←

FREE CHECKING FOR LIFE

🔍

Available

[REDACTED]

Feb 21, 2023

✓

Withdrawal LPG  
949-229-6262 TYPE: DIRE...

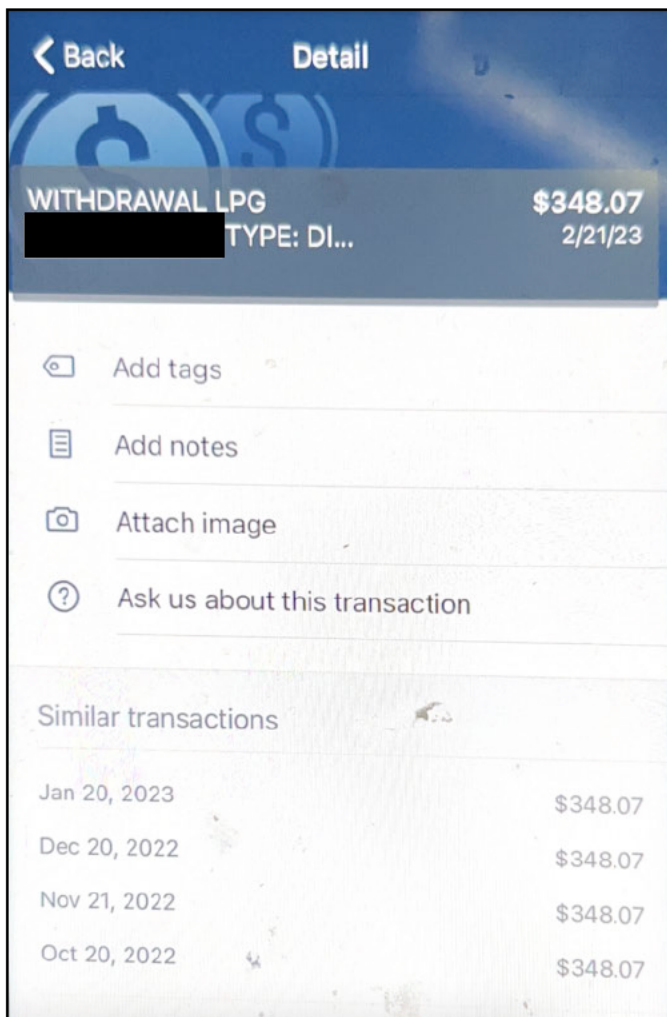
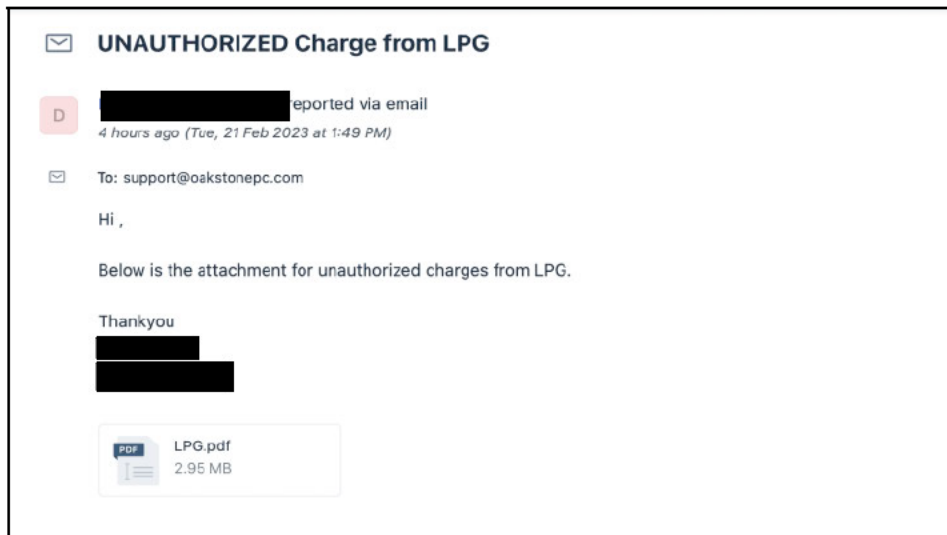
-\$276.47

[REDACTED]

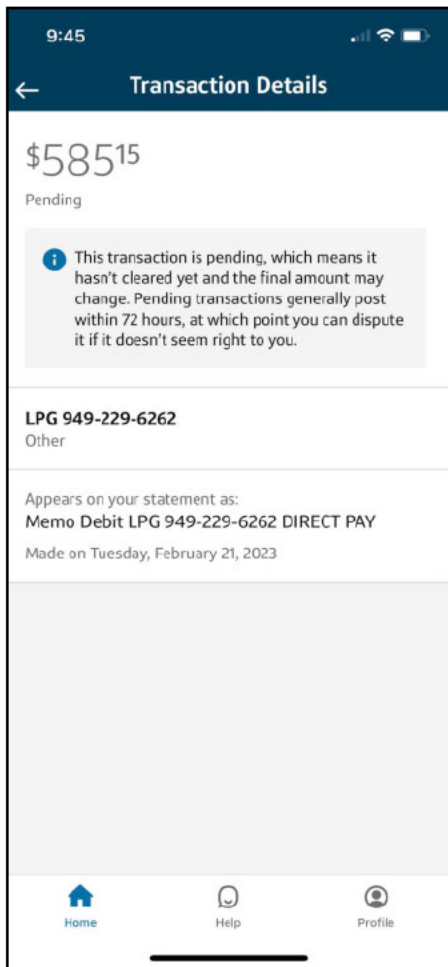
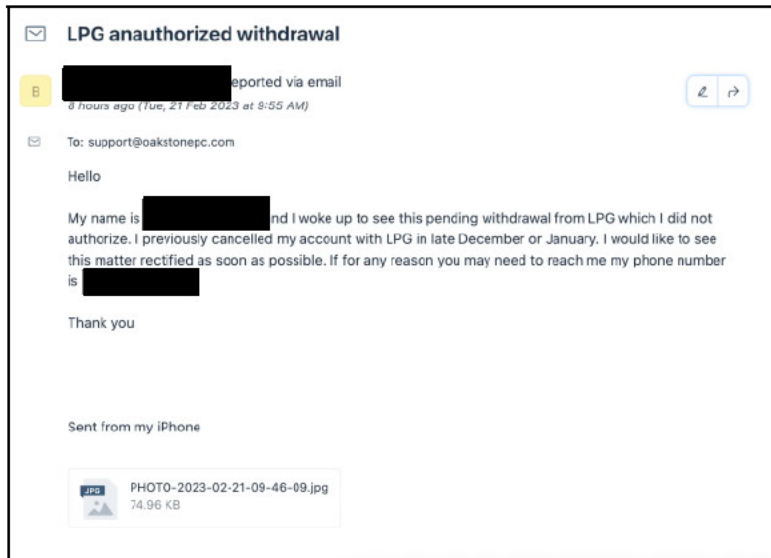
Feb 17, 2023

[REDACTED]

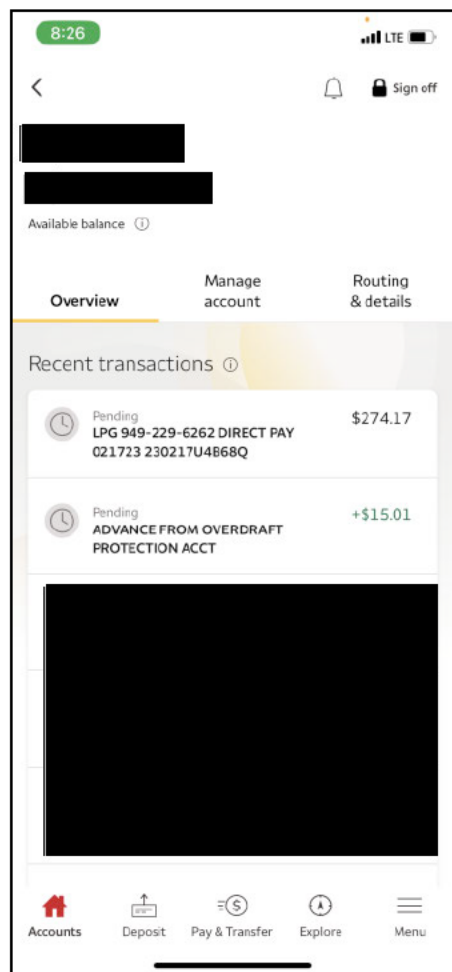
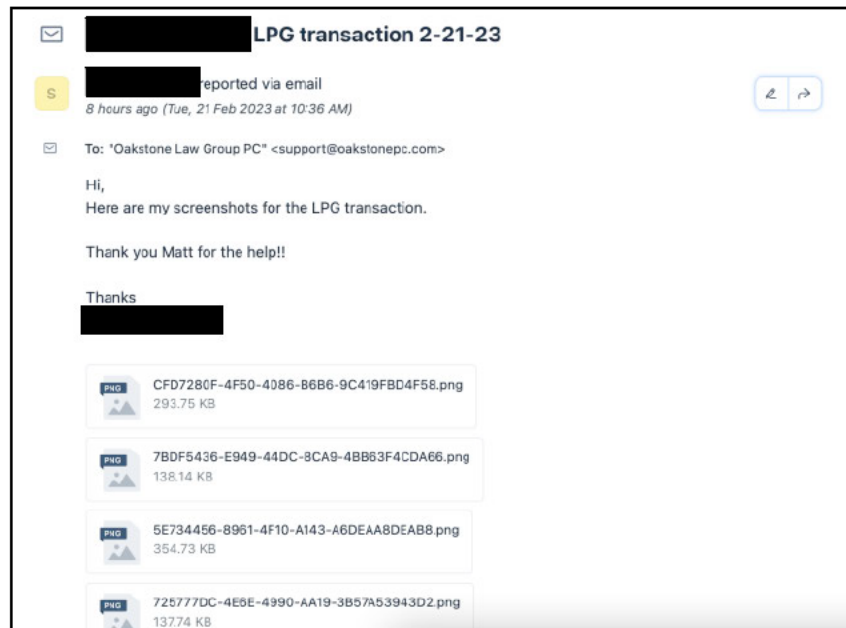
**Client:** [REDACTED]



**Client:** [REDACTED]



**Client:** [REDACTED]



**Client:** [REDACTED]**LPG Charge**

[REDACTED] reported via email

4 hours ago (Tue, 21 Feb 2023 at 2:19 PM)



To: support@oakstonepc.com

Hello,

I was asked to send a statement showing LPG's charge coming through. I can send another picture when/if it processes. I will also fill out the form sent to me in another e-mail.

Thank you for your help,

[REDACTED]

The screenshot shows the Wells Fargo 'Account Summary' page. It lists transactions with columns for Date, Description, Deposits/Credits, and Withdrawals/Debits. A pending transaction for LPG is highlighted.

Date	Description	Deposits/Credits	Withdrawals/Debits
02/21/23	LPG NEW 229-6262 DIRECT PAY 02/21/23 2301300000		\$278.29
02/17/23	PLANT FEE CLUB FEES 2301300000 701-202-0806		\$10.00
02/10/23	LAS VEGAS RESORT RAYROLL 02/02/23 109138 HARRIS GAIL L	\$166.55	
02/02/23	OVERDRAFT FEE FOR A TRANSACTION PORTED ON 01/27 \$107.56 STATE FARM RD 27 SHPP 28 S 1104500000 GAIL HARRIS		\$107.56
01/27/23	STATE FARM RD 27 SHPP 28 S 1104500000 GAIL HARRIS		\$107.56
01/27/23	LAS VEGAS RESORT RAYROLL 01/22/23 109138 HARRIS GAIL L	\$254.44	
01/25/23	OVERDRAFT FEE FOR A TRANSACTION PORTED ON 01/24 \$171.48 FNC 000-230-4363 DIRECT PAY 01/22/23 2301300000 GAIL HARRIS		\$171.48
01/25/23	LPG 949-229-6262 DIRECT PAY 01/25/23 2301300000 GAIL HARRIS		\$10.00
01/17/23	PLANT FEE CLUB FEES 2301300000 701-202-0806		\$10.00
01/13/23	LAS VEGAS RESORT RAYROLL 01/12/23 109138 HARRIS GAIL L	\$14.00	
01/09/23	PURCHASE AUTHORIZED ON 01/01 000000 TRAVEL IN 010 010 2007 ON 01/01/2023 01/01/2023 CARD 9705		\$0.99

**Client:** [REDACTED]

2/21/23, 2:21 PM

Accounts | Truist Online

**Transaction Details**

- \$278.29  
DIRECT PAY LPG 949-229-6262

Pending

Transaction Type

Debit

Client: [REDACTED]

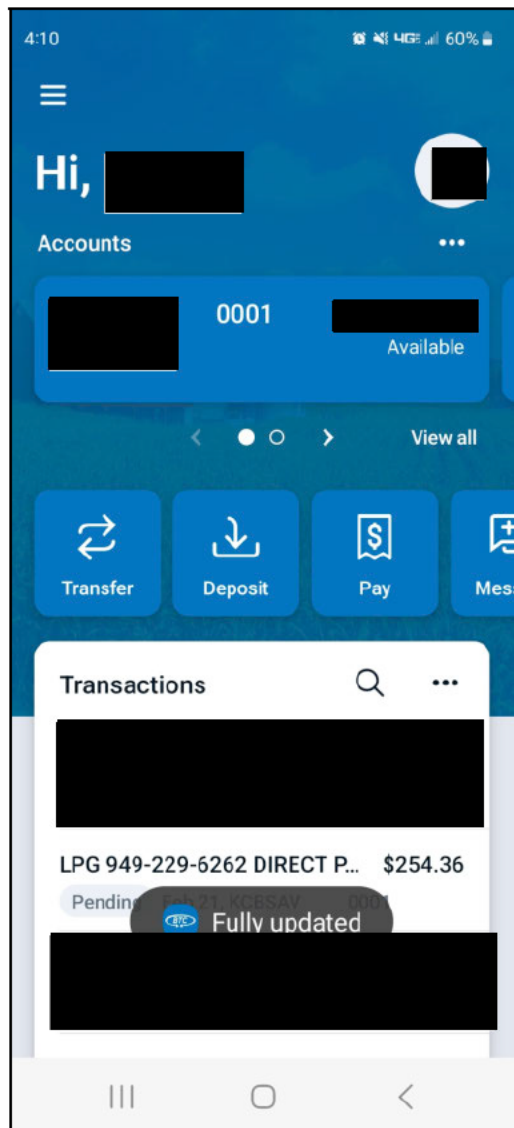
Processing	
ACH HOLD LPG DIRECT PAY	-\$261.47
ON 02/21	-\$254.66

Client: [REDACTED]

11:08 77%	
Account Activity	
There are no pending transactions.	
February 2023	
Transactions – Donna Checking	
02/21/2023	-\$35.00
Insufficient Funds Charge	
LPG 949-229-6262 DIRECT PAY	
Current Balance: -\$581.72	
02/21/2023	-\$557.33
External Withdrawal	
LPG 949-229-6262 DIRECT PAY	
Current Balance: -\$546.72	
02/21/2023	-\$3.22
POS Withdrawal	
POS Withdrawal (FIS) McDonal	
Current Balance: \$10.61	
02/21/2023	-\$13.67



**Client:** [REDACTED]



Client: [REDACTED]

**WELLS FARGO** Q | Sign Out | [User Icon]

Accounts | Exchange | Transfer & Pay | Plan & Loan | Security & Support

**Account Summary** Switch Account Print

**EVERYDAY CHECKING**  
Account: 8893 Routing Number: [REDACTED]

Transfer Money | Send Money | Digital Wallet | View Statements | Manage Alerts

**Activity Summary**

Current posted balance	\$15,576.36
Pending withdrawals/debits	\$725.32
Pending deposits/credits	-\$444.91
Deposits not available for withdrawal <a href="#">Details</a>	\$44.91
Available balance	\$15,856.98
Monthly Service Fee Summary <a href="#">Account fees, auto, more</a>	
Routing number	

**New Card Designs**  
Inspired by your love for soccer

[Order Checks and Deposit Tickets](#)

[Turn Card On or Off](#)

[Activate Card](#)

[View More Services](#)

[Extra Day Grace Period](#)

[Pay Bills Late with Zero](#)

**Activity** Interest Earned

[Search](#) Transactions Deposits Checks Withdrawals Debits

[Download Account Activity](#) | [Dispute a Transaction](#) Show ending daily balance

First Previous Next

Date Description Deposits/Credits Withdrawals/Debits

**Pending Transactions**

Received for Processing

02/21/23	LPG 949-229-6262 DIRECT PAY 02/12/23 23027UGWEH	\$725.32	
----------	---	----------	--

Authorized Transactions Note: Debit card transaction amounts may change.

02/21/23	MOBILE DEPOSIT	\$444.91	
----------	----------------	----------	--

**Posted Transactions**

02/15/23	MOBILE DEPOSIT REF NUMBER 51015505918 <a href="#">View Details</a>	\$481.82	
02/15/23	MOBILE DEPOSIT REF NUMBER 51015505918 <a href="#">View Details</a>	\$22.38	
02/13/23	CHASE CREDIT CRD EFW 230211 64860236 KENNETH D HUTCHINS	\$117.04	
02/13/23	ZELLE FROM RICHARD PRASAD ON 02/11 REF # JPM95958Q4H	\$210.00	
02/06/23	CASHED CHECK # 579 <a href="#">TX</a>	\$95.08	
02/06/23	VENMO CASHOUT 230201 10259924875 CASEY HUTCHINS	\$875.00	
02/02/23	CARDMEMBER SERV WEB PYMT 230201 *****022 HUTCHINS CASEY D 17	\$30.08	
02/01/23	AMERICAN EXPRESS ACX PMT 230201 99308 C HUTCHINS	\$360.21	
02/01/23	WELLS FARGO REWARDS	\$105.00	
02/01/23	PUB ENP RET 5/5 RET BENFT 02/12/23 11875067 PERKS HUTCHINS K D	\$1,507.60	
01/30/23	AMERICAN EXPRESS ACX PMT 230128 97368 C HUTCHINS	\$163.06	
01/20/23	CARDMEMBER SERV WEB PYMT 230119 *****022 HUTCHINS CASEY D 15	\$159.01	
01/18/23	LPG 949-229-6262 DIRECT PAY 01/12/23 23017AUXJHCT KENNETH HUTCHINS	\$725.32	
01/17/23	ZELLE TO LEVNA ON 01/15 REF #PQ92YEDG4 2822 CHEVY SPARK DELIVERY	\$670.08	
01/17/23	VENMO CASHOUT 230113 182486250275 CASEY HUTCHINS	\$13.36	
01/17/23	VENMO CASHOUT 230113 182486250275 CASEY HUTCHINS	\$10.64	
01/13/23	ONLINE TRANSFER REF #B0F807QW TO WELLS FARGO CASH WISE VISA SIGNATURE CAR 30000000000000000000 ON 01/13/23	\$91.11	
01/13/23	Cash withdrawal in Branch/Store 01/13/2023 12:48 PM 3001 CANTOL AVE SACRAMENTO CA 95811	\$54.08	
01/13/23	WITHDRAWAL MADE IN A BRANCH/STORE	\$9,890.08	
01/11/23	PAYPAL TRANSFER 230111 182464884834 HUTCHINS	\$4.31	
01/04/23	CARDMEMBER SERV WEB PYMT 230103 *****022 HUTCHINS CASEY D 13	\$304.91	
01/04/23	PAYPAL TRANSFER 230104 182493987725 HUTCHINS	\$62.38	
01/04/23	MOBILE DEPOSIT REF NUMBER 91384084054 <a href="#">View Details</a>	\$16.76	
01/03/23	PUB ENP RET 5/5 RET BENFT 01/32/23 1186365 PERKS HUTCHINS K D	\$1,507.60	
12/26/22	WELLS FARGO PAYCMT TX0807495018837 TRN11TX08074950188373679KJ300076MNCBMPHCP	\$98.89	
12/19/22	LPG 949-229-6262 DIRECT PAY 12/10/22 221268807000V KENNETH HUTCHINS	\$725.32	
12/19/22	CHASE CREDIT CRD EFW 221217 039108493 KENNETH D HUTCHINS	\$97.08	
12/09/22	MOBILE DEPOSIT REF NUMBER 01496567185 <a href="#">View Details</a>	\$443.00	
12/08/22	CARDMEMBER SERV WEB PYMT 12/07 *****022 HUTCHINS CASEY D 11	\$236.36	
12/01/22	PUB ENP RET 5/5 RET BENFT 12/01/22 1186365 PERKS HUTCHINS K D	\$1,507.60	
<b>Totals</b>		\$6,632.53	\$16,359.66

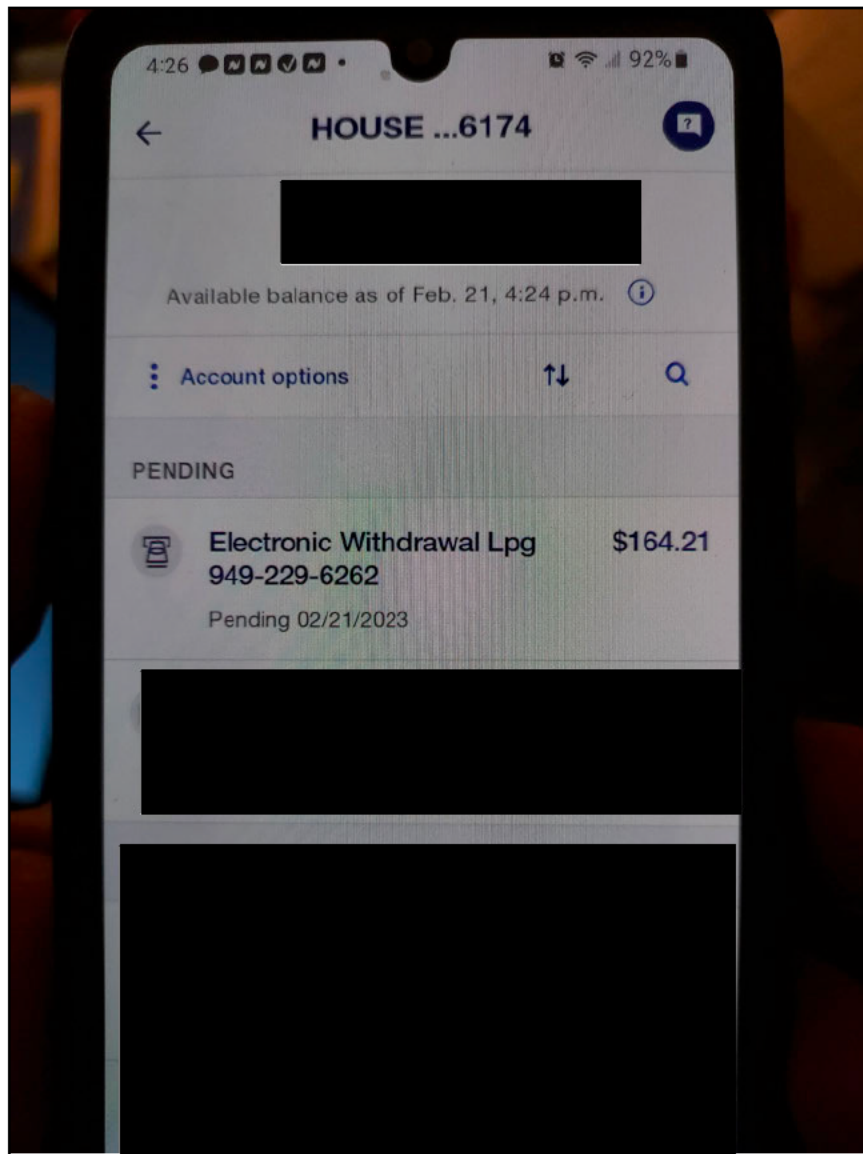
Client: [REDACTED]

Transaction history					
Posting date	Amount	Type	Description	Orig date	Balance
2/21/2023	276.94	Debit	LPG 949-229-6262 DIRECT PAY	2/21/2023	-135.31
Tran code : MD Check number : Description two : CSP reference ID : 00000000001 SP Reference ID : 202302219999998 Memo post flag : 1					

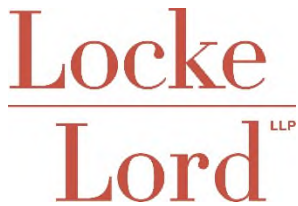
**Client:** [REDACTED]



Client: [REDACTED]



# **Exhibit “B-1”**



Brookfield Place, 200 Vesey Street  
20th Floor  
New York, NY 10281-2101  
Telephone: 212-415-8600  
Fax: 212-303-2754  
www.lockelord.com

Shalom Jacob  
Direct Telephone: 212-415-8618  
sjacob@lockelord.com

February 13, 2023

By Email and FedEx:

Rusty J. O’Kane, Esq.  
Wick Phillips  
3131 McKinney Avenue, Suite 500  
Dallas, Texas 75204

Re: Oakstone Law Group, PC and Affiliates (“Oakstone”)

Dear Mr. O’Kane:

We represent Marich Bein LLC (“Marich Bein”) and write concerning your February 10, 2023 letter to BankUnited, Inc.

To the extent that the allegations in your letter are directed against Marich Bein, they are incorrect and/or irrelevant.

Be advised that Litigation Practice Group (“LPG”) assigned, sold and conveyed certain accounts to Marich Bein (the “Assigned Accounts”). The Assigned Accounts are the exclusive property of Marich Bein. A review of the account list attached to your letter is ongoing. However, at this point it is clear that many of the accounts therein are Assigned Accounts that are the exclusive property of Marich Bein.

Be further advised that LPG assigned to Marich Bein the exclusive right to service not just the Assigned Accounts but all LPG accounts. The assignment prohibited LPG from transferring its accounts and included the exclusive right to debit LPG’s customers’ bank accounts. Oakstone must immediately cease and desist from debiting the Assigned Accounts and all other LPG accounts and turn over to Marich Bein for further handling all funds that Oakstone may have been obtained in connection with such accounts. Further, should Oakstone have caused or hereafter cause any customer’s bank account to be double debited, Oakstone will be responsible for any damages that any customer may suffer.

Marich Bein demands that Oakstone immediately retract your letter to BankUnited, Inc. and that you make appropriate inquiry of Oakstone. If Oakstone disagrees with any of the foregoing, provide us with documentation to support its position.



Rusty J. O'Kane  
February 10, 2023  
Page 2

To the extent your actions interfere with the lawful actions of Marich Bein, it reserves all rights, at law or in equity, to pursue appropriate redress. Govern yourself accordingly.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Shalom Jacob', with a long horizontal flourish extending to the right.

Shalom Jacob

# **Exhibit “B-2”**

## Alexandra Wahl

---

**From:** Rusty O'Kane  
**Sent:** Wednesday, February 15, 2023 1:10 PM  
**To:** Katz, Alan; Frechette, Donald; Jacob, Shalom  
**Cc:** Alexandra Wahl  
**Subject:** RE: [External] Oakstone Law Group and Affiliates

Gentlemen,

Thank you again for the call this morning. As a follow up to our conversation, we again request (for the third time) that Marich Bein provide any proof it purchased and/or acquired a non-terminable, exclusive right to withdraw payments from the list of client accounts (attached to my letter) prior to January 11, 2023. Due to Marich Bein's continued debits of these accounts, Oakstone is unable to collect over \$600,000 in fees today for legal services it rendered from those clients and continues to receive notifications of clients cancelling their subscriptions due to the double-billing. If this continues, Oakstone will be forced to fire its employees and close its doors next week. As such, this needs to be resolved today or we will be forced to pursue court intervention.

Please let me know if you have any questions or need further documentation from us.

Thank you,  
Rusty

### Rusty O'Kane

Partner | Wick Phillips  
Direct: 214.740.4039  
Mobile: 302.547.7898  
[rusty.okane@wickphillips.com](mailto:rusty.okane@wickphillips.com)

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**From:** Rusty O'Kane <[rusty.okane@wickphillips.com](mailto:rusty.okane@wickphillips.com)>  
**Sent:** Monday, February 13, 2023 2:34 PM  
**To:** Katz, Alan <[akatz@lockelord.com](mailto:akatz@lockelord.com)>  
**Cc:** Alexandra Wahl <[Alex.Wahl@WickPhillips.com](mailto:Alex.Wahl@WickPhillips.com)>  
**Subject:** RE: [External] Oakstone Law Group and Affiliates

Alan,

I'll respond more substantively to your letter under separate cover. In the meantime, the statements in your letter are news to me, so I wanted to reach out to make sure we were operating from the same set of facts. Once you've had a chance to review the customer accounts I attached to my letter, we can have a more informed discussion. In the meantime, Do you have a copy of whatever transfer document exists showing that LPG "assigned, sold and conveyed certain accounts to Marich Bein," as stated in your letter? Or that LPG gave Marich Bein the exclusive and non-cancellable right to service all LPG customer accounts? I have not seen any document to that effect, so if you have something like that, would you please send to me? In the interest of full transparency, the attached documents show that LPG terminated Marich Bein's right to process payments for the client accounts at issue on February 6, 2023. Similarly, on February 2, LPG terminated its relationship with Toni Martinez regarding these client accounts. If you have some document that says such termination and revocation was impermissible, please send to me and I will review it.

Thank you,  
Rusty



**Rusty O'Kane** | Partner

Board Certified by Texas Board of Legal Specialization  
*Civil Appellate Law*

3131 McKinney Avenue, Suite 500

Dallas, Texas 75204

Direct: 214.740.4039 | Mobile: 302.547.7898

Fax: 214.692.6255

[www.wickphillips.com](http://www.wickphillips.com)

---

**From:** Katz, Alan <[akatz@lockelord.com](mailto:akatz@lockelord.com)>  
**Sent:** Monday, February 13, 2023 1:01 PM  
**To:** Rusty O'Kane <[rusty.okane@wickphillips.com](mailto:rusty.okane@wickphillips.com)>  
**Subject:** [External] Oakstone Law Group and Affiliates

Please see the attached correspondence.

Alan H. Katz  
Of Counsel  
**Locke Lord LLP**  
Brookfield Place  
200 Vesey Street, 20th Floor  
New York, NY 10281  
212-415-8509  
504-909-2526 (cell)  
212-812-8380 (fax)



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